

**AMENDMENT
to the
INTERCONNECTION AGREEMENT**

by and between

AMERITECH

AND

NEW EDGE NETWORK, INC. D/B/A NEW EDGE NETWORKS

The Interconnection Agreement (“the Agreement”) by and between Ameritech and New Edge Network, Inc. d/b/a New Edge Networks (“CLEC”) shall apply to the state (s) of Illinois, Indiana, Michigan and Wisconsin is hereby amended as follows:

(1) Attachment for the Removal of all and Non-Excessive Bridged Tap Using a Modified Maintenance Process has been added to the Agreement.

(2) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.

(3) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT, and such terms are hereby incorporated by reference and the Parties hereby reaffirm the terms and provisions thereof.

(4) This Amendment shall be filed with and is subject to approval by each of the states respective Public Utility Commission and shall become effective following approval by such Commission.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this _____ day of _____, 2002, by Ameritech, signing by and through its duly authorized representative, and CLEC, signing by and through its duly authorized representative.

New Edge Network, Inc. d/b/a New Edge Networks

***ILLINOIS BELL TELEPHONE COMPANY, INDIANA BELL TELEPHONE COMPANY INCORPORATED, MICHIGAN BELL TELEPHONE COMPANY, THE OHIO BELL TELEPHONE COMPANY, WISCONSIN BELL, INC. D/B/A AMERITECH WISCONSIN**

By: SBC Telecommunications, Inc., its Authorized agent.

Signature: _____

Signature: _____

Name: _____
(Print or Type)

Name: _____

Title: _____
(Print or Type)

Title: President - Industry Markets

Date: _____

Date: _____

AECN/OCN# _____
(Facility Based – if applicable)

AECN/OCN# _____
(Resale – if applicable)

* On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000), which is the subject of a pending appeal before the Supreme Court. In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), which is the subject of a pending request for reconsideration and a pending appeal. By executing this amendment, SBC

does not waive any of its rights, remedies or arguments with respect to any such decisions or proceedings and any remands thereof, including its right to seek legal review or a stay of such decisions and its rights contained in the Interconnection Agreement. SBC further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation for ISP-bound Traffic* (the “ISP Intercarrier Compensation Order.”) By executing this Amendment and carrying out the intercarrier compensation rates, terms and conditions herein, SBC does not waive any of its rights, and expressly reserves all of its rights, under the ISP Intercarrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by SBC the FCC ISP terminating compensation plan, after which date ISP-bound traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.